

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: May 22, 1997

INVITATION FOR BIDS

NO. IFB-97-234-OHMK

SEALED BIDS

FOR

FURNISHING AND DELIVERING

STATE OF HAWAII INVENTORY DECALS

will be received up to and opened at 2:00 p.m.

on

June 7, 1997

in the State Procurement Office Kalanimoku Building, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Ms. Caroldynne Yamashita at phone 808/586-0566, facsimile 808/586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

IFB-97-234-OHMK

Name of Company

<u>ITEM NO.</u>		<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>PRICE PER 100</u>	<u>EST'D TOTAL PRICE</u>
1.	STATE OF HAWAII INVENTORY DECALS				
a.	100 Thru 500	16,200	ea.	\$_____	\$_____
b.	600 Thru 1,000	8,900	ea.	_____	_____
c.	1,100 Thru 2,000	4,000	ea.	_____	_____
d.	2,100 Thru 5,000	4,900	ea.	_____	_____
e.	5,100 Thru 7,100	7,000	ea.	_____	_____
f.	7,100 Thru 10,000		ea.	*_____	_____
g.	10,100 Thru 15,000		ea.	*_____	_____
h.	15,100 Thru 25,000		ea.	*_____	_____
i.	25,100 Thru 50,000		ea.	*_____	_____
j.	50,100 Thru 75,000		ea.	*_____	_____
k.	75,100 Thru 100,000		ea.	*_____	_____
EST'D TOTAL PRICE - ITEM NO. 1:					\$_____

<u>ITEM NO.</u>		<u>EST'D QUANTITY</u>	<u>UNIT</u>	<u>PRICE PER 100</u>	<u>TOTAL PRICE</u>
2.	Change in Ban Code or Human Readable Sequences	200	ea.	\$_____	\$_____
3.	Changes in Color "State of Hawaii"	50	ea.	_____	_____
EST'D TOTAL SUM BID PRICE (Item Nos. 1, 2 and 3):					\$_____

*Although there are no quantity requirements for these volume bands at this time, bidder shall still enter bid price per 100 each.

Offeror_____

SPECIFICATIONS

BAR CODED METAL NAMEPLATE (DECAL)

1. Bar Code Symbolology "39 Standard"
 - a. Eight positions
 - b. Alphanumerics/blank with human readable printing
2. Material and Size
 - a. Anodized Aluminum
 - b. Approximately .008" thick
 - c. Approximate size 1-3/4" x 1/2"
3. Pressure Sensitive Adhesive
 - a. Suitable for application to most any rigid surface.
 - b. Minimum shelf life of one year.
4. Style and Color
 - a. "STATE OF HAWAII" in Red
 - b. Bar Code 39 and Human Readable in Black
5. Sample. Print style shown below is example only. Exact Print style shall be selected by the State at time of award.
6. Orders from State Agencies will be in multiples of 100 each.
7. BID PRICES
 - a. Prices for decals shall be per 100 each.
 - b. Price shall be given for each sequence change to the bar code/human readable equivalents.
 - c. Price shall be given for each color change to "State of Hawaii".

SPECIAL PROVISIONS

SCOPE OF WORK

Work included in this agreement shall consist of furnishing and delivering inventory decal name plates to various State agencies on the islands of Oahu, Maui, Hawaii and Kauai in accordance with these Special Provisions and the General Terms and Conditions dated September 1, 1995 included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

STATE COMMITMENT

Pursuant to Section 3-121-6, Hawaii Administrative Rules (HAR), it is mandatory that all agencies of the Executive Branch purchase from price lists issued by the State Procurement Office. Further, the chief procurement officers for the Judiciary, the Department of Education, and the University of Hawaii agree and commit to the terms of this price list.

Exception of price list. When quality level or product design is not suited to any agency's purpose, exception may be granted to the agency by the Chief Procurement Officer of the State Procurement Office. To obtain an exception to purchase outside of the price list, agency must submit SPO Form, 5, Request for Authorization to Purchase Outside of State Procurement Office Price List, justifying the exception.

TERM OF CONTRACT

The term of this contract shall be for the twelve-month period commencing July 1, 1997 and ending on June 30, 1998 with the option to extend by mutual agreement for a period not to exceed six (6) months.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

QUANTITIES

Quantities listed herein are estimated for the period specified. No guarantee to purchase the exact amount listed is intended or implied. For this reason, bidders are encouraged to offer only readily available items to avoid inventory hardships that could arise from stocking materials for State use only. Notwithstanding the foregoing, bidder agrees that all items offered shall be delivered within the delivery requirements specified herein.

The State shall have the right to purchase smaller or larger quantities at the prices quoted herein. The Contractor, however, may at his option, request approval from the Procurement Officer to terminate any line item of the contract when accumulated purchases for the line item exceed 120% of the estimated quantity stated in the bid.

The request to terminate must be in writing to the Procurement Officer and shall include a copy of the Contractor's running record or purchases for the line item, by name of agency, transaction date, and quantity sold. The effective date of termination will be determined by the Procurement Officer not to exceed ten

(10) days from date of receipt of the written request by the State Procurement Officer. The Contractor shall honor all orders placed prior to the effective termination date.

In the event of termination of a line item, the State reserves the option to approach the next low bidder to supply the item at his bid price for the remainder of the contract period, or rebid the item for a period deemed to be in the best interest of the State.

BID PREPARATION

All bids submitted must be on the forms provided and must be in accordance with the units, specifications, terms and conditions stated herein. Any bid offering any other units, specifications, terms and conditions contradictory to those included herein will be rejected without further consideration.

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein.

Hawaii vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-State Vendors. If an out-of-state vendor does not possess a Hawaii GET license, but has "sufficient presence in Hawaii", then such vendor is advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (HRS), at the current 4% rate, and the use tax imposed by Chapter 238, HRS, at the current 1/2% rate.

To determine whether an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" and therefore subject to the taxes, vendor shall complete and submit with their offer, the attached Tax Equalization Certificate. Failure to complete the certificate may result in rejection of the offer or application of the tax equalization provision.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Bid Quotation. All bid prices submitted shall be firm and shall be on a "delivered to destination" basis to various State agencies. Prices shall include shipping, handling, delivery and any other costs incurred except the Hawaii General Excise tax, currently 4%. The amount of General Excise tax may be added to the invoice as a separate line item and shall not exceed the current rate. Bids subject to any price increase will not be considered.

SAMPLES AND PRODUCT EVALUATION

Samples and Literature. All samples shall be identified with bidder's name and item number. Bidders shall submit their bid, samples of print styles (lettering, etc.) and manufacturer's brochures for the decal they are offering. Samples submitted shall be as that offered on the bid. Any samples submitted will become the property of the State and will not be returned to the bidder.

If and when requested, bidder shall at his own expense and within five (5) calendar days from the State's request, furnish additional samples and/or specifications to further verify that the decals offered conform to the specifications herein.

Failure to do any of the above may be cause for not accepting the item(s) for bid. The mere meeting of the above requirements does not mean that the product itself is therefore acceptable. The State reserves the right to review all documents, literature, references, and samples submitted to determine the acceptability of the item(s) and the State's decision shall be final.

METHOD OF AWARD

To be considered for award bidder is required to furnish unit prices for all items and subitems. Award, if any, will be made to the responsive and responsible bidder submitting the lowest Estimated Total Sum Bid Price.

CONTRACT EXECUTION

Formal written contract(s) and performance and payment bonds (Section 3.3 and 3.4 of the General Terms and Conditions) will not be required for award made in response to this bid solicitation. Successful bidder will receive a notice of award by letter to which will be attached a State Procurement Office Price List showing the items which the respective successful bidder has been awarded.

This method of award does not waive compliance with specifications, Special Provisions and General Terms and Conditions of the bid.

ORDERING AND INVOICING

Purchase orders will be submitted to the Contractor by the various State agencies as decals are needed during the contract period. Quantities specified on purchase orders shall be in multiples of 100. Contractor shall honor all orders received during the contract period he is required to complete delivery in accordance with the terms and conditions of this contract. The Contractor shall forward invoices, in quadruplicate, directly to the using agencies.

DELIVERY

The following is the estimated number of delivery points for each sub-item where quantities are specified: 1a-65; 1b-10; 1c-5; 1d-2; and 1e-1.

Decals shall be delivered to the ordering agency within thirty (30) calendar days after receipt of the purchase order.

Contractor shall make shipment to the agency designated on the purchase order. On orders subject to quantity discounts, the Contractor is required to make delivery to one address only.

PAYMENT

Section 103-10, Hawaii Revised Statutes, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period, or interest payment not in conformance with statute.

The tax clearance submitted with your invoice for final payment now requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

WARRANTY

Products delivered shall meet the quality and conditions set forth in this invitation for bid. The contractor and the manufacturer of the decal warrants that the adhesive for the decals shall have a shelf life of one-year as a minimum.

FAILURE TO DELIVER

Contractor is required to deliver the products awarded in this contract in accordance with the terms and conditions stated herein. If the Contractor is unable to deliver the products under contract, it shall be the contractor's responsibility to obtain prior approval from the State Procurement Office and the ordering agency to deliver an acceptable substitute at the contract price quoted.

In the event a Contractor consistently needs to substitute or refuses to substitute products, the State reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u> | <u>No</u> | |
|---|------------|-----------|---|
| | (check | | |
| | only | | |
| | one) | | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | _____ | _____ | |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ | |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ | |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____ | * |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____

STATE OF HAWAII INVENTORY DECALS
IFB-97-234-OHMK

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

